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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

CARMEN MILAGROS RIOS NEGRON
Aka CARMEN M. RIOS NEGRON

Debtor

CASE NO: **23-00501-EAG**

CHAPTER: **13**

DLJ Mortgage Capital, Inc. c/o Select Portfolio
Servicing, Inc.
Movant

CARMEN MILAGROS RIOS NEGRON
Aka CARMEN M. RIOS NEGRON
Debtor-Respondent

JOSE R. CARRION MORALES
Trustee

MOTION FOR RELIEF FROM STAY PURSUANT TO 11 U.S.C. 362

TO THE HONORABLE COURT:

COMES NOW MOVANT, **DLJ Mortgage Capital, Inc. c/o Select Portfolio Servicing, Inc.**, ("DLJ"),
through the undersigned counsel, and very respectfully alleges and requests:

1. CARMEN MILAGROS RIOS NEGRON hereinafter will be referred to as the "Debtor".
2. DLJ, a secured creditor in the above captioned case, has not been offered nor provided adequate protection as required by section 362 of the Bankruptcy Code. Consequently, DLJ requests that the automatic stay be lifted in order to initiate/continue with mortgage foreclosure proceedings.
3. In its pertinent part, Section 362 states that:

“(d) On request of a party in interest and after notice and hearing, the court shall grant relief from stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-

- (1) For cause, including the lack of adequate protection of an interest in property of such party in interest
- (2) With respect to a stay of an act against property under subsection(a) of this section, if---
 - A) The debtor does not have an equity in such property; and
 - B) Such property is not necessary to an effective reorganization”.

4. DLJ is the holder in due course of a mortgage note in the principal sum of **\$73,000.00**, bearing interest at **6.500%** per annum (the “Note”). The indebtedness evidenced by the Note is secured by a mortgage executed before the notary public **ALONDRA FRAGA MELENDEZ, Esq.** on **August 25, 2004**, deed number **54** (the “Mortgage”). Attached hereto as **Exhibit I** is a copy of the Note, as **Exhibit II** a copy of the Mortgage; and, as **Exhibit III** a copy of a title search that evidences DLJ’s secured status.

5. The Mortgage encumbers the property described below in **Spanish** (hereinafter referred to as the “Property”), as follows:

RUSTICA: Parcela numero Tres, Predio De Terreno radicado en el Barrio Bayamon en Cidra, Puerto Rico, con una cabida superficial de 1,100.911 metros Cuadrados En lindes por el Norte con servidumbre de paso; por el Sur, con la parcela numero dos y por el Oeste con la parcela numero cuatro. Enclava una estructura de concreto Con fines residenciales.

6. The Debtor’s proposed chapter 13 plan dated 4/24/2023, at docket number 22 (the “Plan”), requires that monthly regular post-petition payments be made directly to DLJ by the Debtor.

7. The Debtor has not made the monthly installments due under the terms of the Note and the Mortgage. As of June 5, 2023, the Debtor had accrued a total of 3 post-petition installments in arrears amounting to \$771.90. Refer to **Exhibit IV** attached hereto, which includes an itemized statement of the arrearage.

8. The Debtor's failure to make payments due under the Mortgage, results in the Debtor's material default with the terms of the Plan.

9. DLJ has not been offered and does not have adequate protection for the above-mentioned security interest. Moreover, the Debtor has failed to make post-petition payments as called for under the terms of the Plan. Consequently, "cause" exists to lift the automatic stay.

10. In view of the foregoing, DLJ respectfully requests that an order lifting the automatic stay pursuant to sections 362(d)(1) of the Bankruptcy Code be entered.

11. DLJ filed secured proof of claim number 5 (the "POC"). DLJ hereby requests that the POC be deemed withdrawn or the disbursements be discontinued if the remedy herein requested is granted.

12. Upon the entry of the relief order, Legacy will no longer be filing any additional Notice of Mortgage Payment Changes required by Rule 3002.1 (b) or any additional Post-Petition Fee Notifications required by Rule 3002.1 (c) in conjunction with the aforementioned loan/claim.

13. Attached hereto as **Exhibit V** is the non-military service affidavit required for the entry of an order by default by the Servicemembers' Civil Relief Act, 50 USC Appx. §521.

NOTICE TO ALL PARTIES IN INTEREST

Within fourteen (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise. If no response is filed within the prescribed period of time the Court may enter an order granting the relief herein requested.

WHEREFORE, DLJ respectfully requests that an order be entered granting the relief from the automatic stay pursuant to section 362 (d)(1) of the Bankruptcy Code, granting costs, expenses and attorney's fees to DLJ and authorizing DLJ to proceed with the foreclosure of the Mortgage against the Property, with such further relief as may be deemed just and proper. DLJ further requests that the POC be deemed withdrawn or the disbursements be discontinued and that DLJ be released from the responsibility of filing Notice of Payment Changes and Post-Petition Fee Notifications.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 12th day of June 2023.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this date I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all participants of the CM/ECF system including the Chapter 13 Trustee JOSE RAMON CARRION MORALES, Esq. and Debtor's counsel, Roberto Figueroa Carrasquillo, Esq. I also hereby certify that a copy of the instant motion was caused to be served by certified mail upon: the Chapter 13 Trustee JOSE RAMON CARRION MORALES, Esq. @ PO BOX 9023884 SAN JUAN, PR 00902-3884, Debtor's counsel, Roberto Figueroa Carrasquillo, Esq. @ PO BOX 186 CAGUAS, PR 00726-0186 and to the Debtor CARMEN MILAGROS RIOS NEGRON @ 454 SECT INMACULADA CIDRA, PR 00739.

MARTINEZ & TORRES LAW OFFICES, P.S.C.
P.O. Box 192938 San Juan, PR 00919-2938

Tel. (787) 767-8244 & Fax (787) 767-1183

/s/ Sarah M. Vega Bonilla

By: Sarah M. Vega Bonilla

USDC -PR 303503

Email: svega@martineztorreslaw.com

NOTE

PAGARE

Exhibit I

US\$ 73,000.00

Cayey

Puerto Rico

City—(Ciudad)

August 25, 2004

de de

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay
POR VALOR RECIBIDO, el (los) suscritor(es) ("Deudor") promete(n) pagar a

THE MONEY HOUSE, INC. -- or order the principal sum of
o a su orden, la suma principal de

SEVENTY THREE THOUSAND DOLLARS (\$73,000.00)

Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the
Dólares, con intereses sobre el balance insoluto de principal desde la fecha de este Pagaré hasta su pago a

rate of six and half (6½%) percent per annum. Principal and interest shall be payable at
razón del por ciento anual. El principal e intereses serán pagaderos en

-- C-2, Marginal Street, Montellanos Development, Cayey, Puerto Rico

or such other place as the Note holder may designate in writing, in consecutive monthly installments of
o en cualquier otro lugar que el tenedor de este Pagaré indique por escrito, en plazos mensuales y consecutivos de

FOUR HUNDRED SIXTY ONE DOLLARS WITH FORTY ONE CENTS

Dollars (US\$ 461.41)

Dólares (US\$)

on the first day of each month beginning October, 2004, until
en el primer día de cada mes comenzando el de de , hasta

the entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not sooner
que se pague totalmente la deuda evidenciada por el presente, excepto que la deuda restante, si no antes

paid, shall be due and payable on the first day of September, 2034
pagada, quedará vencida y pagadera en el primer día de

--If any monthly installment under this Note is not paid when due and remains unpaid after a date
-- Si cualquier plazo mensual bajo este Pagaré no es pagado cuando vence y permanece impagado luego de la fecha

specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon
especificada en la notificación al Deudor, la suma total de principal pendiente de pago e intereses acumulados sobre la misma

shall at once become due and payable at the option of the Note holder. The date specified shall not be less
quedarán inmediatamente vencidos y pagaderos a opción del tenedor de este Pagaré. La fecha especificada no será anterior

than thirty days from the date such notice is mailed. The Note holder may exercise this
a treinta días a partir de la fecha de envío por correo de dicha notificación. El tenedor de este Pagaré podrá ejercitar esta

option to accelerate during any default by Borrower regardless of any prior forbearance.
opción de aceleración durante cualquier incumplimiento del Deudor, no empecé cualquier indulgencia de morosidad anterior.

If suit is brought to collect this Note, the Note holder shall be entitled to collect in such
De radicarse procedimiento judicial para el cobro de este Pagaré, el tenedor de este Pagaré tendrá derecho a cobrar en dicho

proceeding the agreed and liquidated amount of ten percent of the original principal amount hereof to
procedimiento la suma pactada y líquida de diez por ciento de la suma original de principal del presente para

cover costs and expenses of suit, including but not limited to, attorney's fees.
cubrir las costas y gastos de dicho procedimiento, incluyendo, sin implicar limitación, honorarios de abogado.

Borrower shall pay to the Note holder a late charge of Five percent of any
El Deudor pagará al tenedor de este Pagaré un cargo por pago atrasado de 5 por ciento de cualquier suma
monthly installment not received by the Note holder within 15 Fifteen days after the
mensual que no sea recibida por el tenedor de este Pagaré dentro de 15 días después de la fecha de
installment is due.
vencimiento de dicho plazo,
Borrower may prepay the principal amount outstanding in whole or in part. The Note holder
El Deudor podrá pagar por anticipado la totalidad o parte del balance insoluta de principal. El tenedor de este Pagaré
may require that any partial prepayments (i) be made on the date monthly installments are due
podrá requerir que cualesquiera pagos parciales (i) sean hechos en la fecha en que vayan plazos mensuales
and (ii) be in the amount of that part of one or more monthly installments which would be applicable
y (ii) sean en la cuantía de aquella parte de uno o más plazos mensuales que sería aplicable
to principal. Any partial prepayment shall be applied against the principal amount outstanding and
a principal. Cualquier pago parcial por anticipado será aplicado contra el principal insoluta y
shall not postpone the due date of any subsequent monthly installments or change the amount of such
no pospondrá la fecha de vencimiento de cualquier plazo mensual subsiguiente ni cambiará el monto de dichos
installments, unless the Note holder shall otherwise agree in writing. If, within five years from the date
plazos, a menos que el tenedor de este Pagaré acuerde lo contrario por escrito. Si, dentro de cinco años desde la fecha
of this Note, the undersigned makes any prepayments in any twelve month period beginning with the
de este Pagaré, los suscritos hacen cualquier pago anticipado en cualquier período de doce meses comenzando con la
date of this Note or anniversary dates thereof ("loan year") with money lent to the undersigned by a
fecha de este Pagaré o la de sus aniversarios ("año del préstamo") con dinero prestado a los suscritos por un
lender other than the holder hereof, the undersigned shall pay the holder hereof (a) during each of the
prestador que no sea el tenedor del presente, los suscritos pagarán al tenedor del presente (a) durante cada uno de los
first two loan years 3% percent of the amount by which the sum of prepayments made
primeros dos años del préstamo 3% por ciento de la cuantía por la cual el total de los pagos anticipados hechos
in any such loan year exceeds twenty percent of the original principal amount of this Note and
en cualquiera dicho año de préstamo exceda al veinte por ciento de la cantidad original del principal de este Pagaré y
(b) during the third and fourth loan years 2% percent of the amount by which the sum of
(b) durante los tercer y cuarto años del préstamo 2% por ciento de la cuantía por la cual el total de los
prepayments made in any such loan year exceeds twenty percent of the original principal amount
pagos anticipados hechos en cualquiera dicho año de préstamo exceda al veinte por ciento de la cantidad original del principal
of this Note.
de este Pagaré.
(c) during the fifth loan year 1% percent of the amount by which the sum of
(c) durante el quinto del préstamo 1% por ciento de la cuantía por la cual el total de los
prepayments made in any such loan year exceeds twenty percent of the original principal amount
pagos anticipados hechos en cualquiera dicho año de préstamo exceda al veinte por ciento de la cantidad original del principal
of this Note.
de este Pagaré.
Presentment, notice of dishonor, and protest are hereby waived by all makers,
Por la presente se renuncian los derechos de presentación, aviso de rechazo, y protesta por todos los otorgantes,
sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all
avistados, garantizados y endosantes del presente. Este Pagaré constituye obligación solidaria de todos sus
makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs,
otorgantes, avistados, garantizados y endosantes y los obliga así como a sus herederos,
personal representatives, successors and assigns.
representantes personales, sucesores y cesionarios.
Any notice to Borrower provided for in this Note shall be given by mailing such notice by
Cualquier notificación al Deudor dispuesta en este Pagaré deberá ser enviada por
certified mail addressed to Borrower at the Property Address stated below, or to such other address as
correo certificado dirigida al Deudor a la Dirección de la Propiedad que abajo se indica, o a cualquier otra dirección que
Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be
el Deudor designe mediante notificación al tenedor de este Pagaré. Cualquier notificación al tenedor de este Pagaré deberá ser
given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address
enviada por correo certificado, con acuse de recibo, al tenedor de este Pagaré a la dirección

stated in the first paragraph of this Note, or at such other address as may have been designated by notice
 indicada en el primer párrafo de este Pagaré, o a cualquier otra dirección que se haya designado mediante notificación
 to Borrower. -----
 al Deudor. -----

—The indebtedness evidenced by this Note is secured by a Mortgage, dated
 —La deuda evidenciada por este Pagaré está garantizada por una Hipoteca,

of even date herewith, on property as indicated in Deed Number 54 before
 de fecha igual a la del presente, sobre propiedad según indicada en la

the subscribing Notary. -----
 Escritura número _____ ante el Notario suscribiente. -----

172PR #3, CERTENEJAS II
BAYAMON WARD
CIDRA, PR 00739

Property Address
 Dirección de la Propiedad

Carmen Milagros Rios Negron
 CARMEN MILAGROS RIOS NEGRON

Affidavit # -39-

Subscribed and acknowledged to before me by Borrower in the place and date
 above mentioned, identified in accordance with Section 17(c) of the
 Notarial Act of 1987.



[Signature]
 Notary Public
 Notario Público

Pay to the Order of:

Citibank, N.A.
 WITHOUT RECOURSE

BY [Signature]
 THE MONEY HOUSE, INC.
 FELIPE LIZARDI

Pay to the order of

without recourse on us
 Citibank, N.A.

[Signature]
 Frank Myers, Vice President
 Citibank, N.A.

CARRA

---On the same date of its execution I issued a first certified copy at the request of THE MONEY HOUSE, INC. I the Notary ATTEST.

Notary Public

---NUMBER FIFTY FOUR---

FIRST MORTGAGE
PRIMERA HIPOTECA

---In the City of Cayey, Puerto Rico, thistwenty-fifth day of August, Two Thousand Four (2004).
---En la Ciudad de Cayey, Puerto Rico, hoy día

NOTARY PUBLIC
ANTE MI

ALONDRA FRAGA MELENDEZ, a Notary Public, Notario Público

In Puerto Rico, with offices at Midtown Building, Suite Seven-
en Puerto Rico, con oficinas en el Edificio Midtown, Oficina -
Hundred Five, Hato Rey, San Juan, Puerto Rico and residence in
Setecientos Cinco, Hato Rey, Puerto Rico y residencia en
San Juan, Puerto Rico.

APPEAR
COMPARECEN

---The person(s) mentioned in paragraph SEVENTH hereof
---La(s) persona(s) mencionada(s) en el párrafo SEPTIMO
(herein "Borrower") and paragraph EIGHT hereof (herein
(en adelante "el Deudor") y párrafo OCHO en lo sucesivo
"Lender"),
(el Prestador).

---I, the Notary, certify that I personally know the
---Yo, el Notario, certifico que conozco personalmente

Lender and that I properly identified Borrower in
al Prestador y de haberse asegurado de la identidad del

accordance with Section Seventeen (c) of the prevailing
Deudor conforme a la Sección Diecisiete (c) de la Ley

Notarial Act and through their statements as to their age,
Notarial y por sus dichos de su edad, estado civil,

civil status, occupation and residence. They assure me
ocupación y residencia. Ellos se aseguran que tienen, y

that they have, and in my judgment they do have, the
a mi juicio tienen, la capacidad legal necesaria para

necessary legal capacity to execute this deed; wherefore
otorgar esta escritura; por tanto



they freely
libremente

STATE AND COVENANT
DECLARAN Y CONVIENEN

---FIRST : That Borrower is owner of the property
---PRIMERO: Que el Deudor es dueño de la propiedad

described in paragraph FIFTH hereof (herein "Property")
descrita en el párrafo QUINTO de la presente (en adelante

has the right to mortgage said Property, that the Property
la Propiedad) y que tiene el derecho de hipotecar dicha

is unencumbered and that Borrower will warrant and defend
Propiedad, que la Propiedad se halla libre de cargas y

the title in said Property against all claims and demands,
gravámenes y que el Deudor garantizará y defenderá su

subject to any declarations, easements or restrictions
título a dicha Propiedad contra toda reclamación y demanda

listed in a schedule of exceptions to coverage in any
sujeto a cualquier declaración, servidumbre o restricción

title insurance policy insuring the interest in the
detrallada en la lista de excepciones a cubierta en

Property of the Lender mentioned in paragraph EIGHTH hereof
cualquier póliza de seguro de título que asegure el interés

(herein "Lender").
en la Propiedad del Prestador mencionado en el Párrafo

OCTAVO de la presente (en adelante el "Prestador").

---SECOND : That Borrower is indebted to Lender in the
---SEGUNDO: Que el Deudor adeuda al Prestador la suma

principal sum of SEVENTY THREE THOUSAND DOLLARS
principal de

(\$73,000.00)

with interest thereon at the rate of six and half
con interés sobre la misma a razón del

per cent (---5½%) per annum, which indebtedness is
por ciento (---5½%) anual, cuya deuda está evidenciada

evidenced by a certain note payable to Lender, or to its
por un pagaré pagadero al Prestador, o a su orden, fechado

order, dated on the twenty-fifth day of August,
el día de agosto de

Two Thousand Four (2004)-Affidavit Number
Affidavit número

(herein "Note")
(en adelante "n")

providing for monthly installments of principal and
Pagaré") en el cual se dispone para el pago de plazos

interest with the balance of the indebtedness if not-----
mensuales de principal e intereses con el balance de la-----

sooner paid, due and payable on the first day of -----
deuda, si no ha sido antes satisfecho, venciendo y-----
September, Two Thousand Thirty Four (2034),-----
pagadero el primero de -----

---THIRD: To secure to Lender or to the holder by-----

---TERCERO: Para garantizar al Prestador o al tenedor por-----

endorsement of the note (a) the repayment of the-----
endoso del Pagaré (a) el pago de la deuda evidenciada por-----

indebtedness evidenced by the Note with interest thereon,--
el Pagaré con sus intereses, (b) el cumplimiento de los-----

(b) the performance of the covenants and agreements of-----
pactos y convenios del Deudor aquí contenidos, (c) una suma

Borrower herein contained, (c) an amount of ten percent of-----
equivalente al diez por ciento de la cuantía original del-----

the original principal amount of the Note to cover costs,--
principal del Pagaré para cubrir costas, gastos y-----

expenses and attorney's fees in the event the holder of the
honorarios de abogado en caso de que el tenedor del Pagaré--

Note is required to foreclose this Mortgage or seek-----
tenga que ejecutar esta Hipoteca o recurrir a-----

judicial collection, or collection in any proceeding in-----
procedimiento judicial para su cobro, o su cobro en-----

bankruptcy of the Borrower, which amount shall be-----
cualquier procedimiento en quiebra del Deudor, cuya suma-----

considered liquid and payable by the sole act of filing the
será considerada líquida y exigible por el solo acto de la--

complaint and shall be in addition to the principal amount--
radicación de la demanda y será en adición al principal del

of the Note, (d) an amount of ten percent of the original--
Pagaré, (d) una suma equivalente al diez por ciento de la--

principal amount of the Note to cover any other advances--
cuantía original del principal del Pagaré para cubrir-----

which may be made under this Mortgage and (e) an amount of--
cualquier otro anticipo que pueda hacerse bajo esta-----

ten per cent of the original principal amount of the Note--
Hipoteca, y (e) una suma equivalente al diez por ciento de--

to cover interest in addition to that secured by law,-----
la cuantía original del principal del Pagaré para cubrir-----

Borrower does hereby create a voluntary first mortgage on--
intereses en adición a los garantizados por ley, el Deudor--

the Property. In the event this Mortgage is not recorded--
por la presente constituye primera hipoteca voluntaria

at the Registry with the agreed rank, the same shall
sobre la Propiedad. En caso de que esta Hipoteca no sea

constitute a default hereunder entitling Lender to the
inscrita en el Registro de la Propiedad con el rango

remedies provided in paragraph Eighteen (18) hereof.
convenido, ello constituirá un incumplimiento bajo la

presente facultando al Prestador a los remedios dispuestos
en el párrafo Dieciocho (18) de la presente.

---FOURTH: Borrower and Lender further covenant and agree--
---CUARTO: El Deudor y el Prestador pactan y convienen,---

as follows:
además, lo siguiente:

---1. Payment of Principal and Interest. Borrower shall--
---1. Pago de Principal e Intereses. El Deudor pagará---

promptly pay when due the principal of and interest on the
puntualmente cuando vanzan, el principal e intereses de la

indebtedness evidenced by the Note, prepayment and late
deuda evidenciada por el Pagaré, y los cargos por pago

charges as provided in the Note,
anticipado y retardado según dispuesto en el Pagaré,

---2. Funds for Taxes and Insurance. Subject to--
---2. Fondos para Contribuciones y Seguros. Sujeto a las

applicable law or to a written waiver by Lender, Borrower--
disposiciones de ley aplicables o a renuncia escrita del

shall pay to Lender on the day monthly installments of
Prestador, el Deudor pagará al Prestador en la fecha en que

principal and interest are payable under the Note, until
son pagaderos según el Pagaré los plazos de principal e

the Note is paid in full, a sum (herein "Funds") equal to
intereses, hasta que el Pagaré sea satisfecho totalmente,

one-twelfth of the yearly taxes and assessments which may--
una suma (en adelante "los Fondos") equivalente a una

attain priority over this Mortgage, plus one-twelfth of
duodécima parte de las contribuciones e impuestos anuales

yearly premium installments for mortgage insurance, if any,
que puedan adquirir prioridad sobre esta Hipoteca, más una

all as reasonably estimated initially and from time to time
duodécima parte de la prima anual del seguro de hipoteca,

by Lender on the basis of assessments and bills and
si alguno, todos según razonablemente sean estimados

reasonable estimates thereof. In addition, if this-----
inicialmente y de tiempo en tiempo por el Prestador en base

Mortgage is on a condominium, or any other type of-----
a imprecisiones y facturas y estimados razonables de los-----

association wherein property is jointly owned or-----
asociacion. Adicionalmente, si esta Hipoteca es sobre un-----

administered and obligations for maintenance thereon arise-----
condominio o cualquier otra clase de régimen mediante el-----

in the Borrower, the Borrower, at Lender's option, shall-----
cual la propiedad se posea o administra en común y surjan-----

pay to Lender at the time herein provided, one-twelfth of-----
obligaciones para el Deudor respecto a su mantenimiento, a-----

the annual maintenance charges, and shall immediately pay-----
opción del Prestador, el Deudor pagará al Prestador en las-----

to Lender all special assessments made. The Funds shall be-----
fechas aquí dispuestas una duodécima parte de los cargos-----

held in an institution the deposits or accounts of-----
anual de mantenimiento y pagará inmediatamente-----

which are insured by a Federal agency (including-----
al Prestador todas las derramas especiales que se impongan,-----

Lender if Lender is such an institution). Lender-----
Los Fondos serán depositados en una institución cuyas-----

shall apply the Funds to pay said taxes, assessments,-----
cuentas o depósitos estén asegurados por una agencia fede-----

insurance premiums, maintenance fees, and special-----
ral (incluyendo el Prestador, si el Prestador es una insti-----

assessments. Lender may not charge for so holding and-----
tución de este tipo). El Prestador aplicará los Fondos al-----

payment of such contributions, impositions, premiums of insurance,-----
pago de dichas contribuciones, imposiciones, primas de seguro,-----

charges of maintenance and special assessments. El Presta-----
cargos de mantenimiento y derramas especiales. El Presta-----

dor no podrá cobrar por dichos servicios de depósito y-----



applying the Funds, analyzing said account, or verifying and compiling
aplicación de fondos, análisis de cuenta o la verificación y compilación de
said assessments and bills unless Lender pays Borrower interest
dichos impuestos y facturas a menos que el Prestador pague al Deudor intereses
on the Funds and applicable law permits Lender to make such a
sobre los Fondos y la ley aplicable permita al Prestador cobrar por dichos
charge. Borrower and Lender may agree in writing at the time of
servicios. El Deudor y el Prestador podrán acordar por escrito al tiempo de

execution of this Mortgage that interest on the Funds shall be paid to
ejecución de esta Hipoteca el pago de intereses sobre los Fondos al

Borrower, and unless such agreement is made or applicable law
Deudor y, a menos que se haga tal acuerdo o la ley aplicable

requires such interest to be paid, Lender shall not be required to pay
requiera el pago de dichos intereses, no se requerirá que el Prestador pague

Borrower any interest or earnings on the Funds. Lender shall give to
Deudor, libre de costo, un estado de cuenta anual de los Fondos indicando

Borrower, without charge, an annual accounting of the Funds showing
créditos y débitos a los Fondos y el propósito para el cual fue hecho cada débito

to the Funds was made. The Funds are pledged as additional security
a los Fondos. Los Fondos quedan depositados en prenda como garantía adicional

for the sums secured by this Mortgage. ---
de las sumas garantizadas por esta Hipoteca. ---

--- If the amount of the Funds held by Lender, together with the
--- Si la suma de los Fondos en manos del Prestador, junta con los

future monthly installments of Funds payable prior to the due dates
plazos mensuales futuros de Fondos pagaderos antes de la fecha de vencimiento

of taxes, assessments, insurance premiums and maintenance charges,
de las contribuciones, impuestos, primas de seguro y cargos de mantenimiento,

shall exceed the amount required to pay said taxes, assessments,
excedan de la cantidad necesaria para pagar dichos contribuciones, impuestos,

insurance premiums and maintenance charges as they fall due, such
primas de seguro y cargos de mantenimiento según vayan, dicho

excess shall be, at Borrower's option, either promptly repaid to
exceso será, a opción del Deudor, reembolsado inmediatamente al

Borrower or credited to Borrower on monthly installments of Funds,
Deudor o acreditado a los plazos mensuales de Fondos del Deudor.

If the amount of the Funds held by Lender shall not be sufficient to
Si la cantidad de los Fondos en manos del Prestador no fuere suficiente para

pay taxes, assessments, insurance premiums, maintenance fees and
pagar contribuciones, impuestos, primas de seguro, cargos de mantenimiento y



special assessments as they fall due, Borrower shall pay to Lender any
deudas especiales según vayan, el Deudor pagará al Prestador cualquier
amount necessary to make up the deficiency within thirty (30) days
cantidad necesaria para completar la deficiencia dentro de treinta (30) días
from the date notice is mailed by Lender to Borrower
a partir de la fecha de envío por correo de notificación por el Prestador al Deudor
requesting payment thereof.
requiriendo su pago.

Upon payment in full of all sums secured by this Mort-
Una vez pagadas por completo todas las cantidades aseguradas por esta Hipo-
tgage, Lender shall promptly refund to Borrower any Funds
teca, el Prestador reembolsará inmediatamente al Deudor cualesquiera Fondos
held by Lender. If under paragraph 18 hereof the
en manos del Prestador. Si bajo las disposiciones del párrafo 18 de la presente la
Property is sold or the Property is otherwise acquired by Lender,
Propiedad es vendida o la Propiedad es de otro modo adquirida por el Prestador,
Lender shall apply, no later than immediately prior to the sale
el Prestador aplicará, no más tarde de inmediatamente antes de la venta
of the property or its acquisition by Lender, any Funds held by
de la Propiedad o su adquisición por el Prestador, cualesquiera Fondos en manos del
Lender at the time of application as a credit against the sums secured
Prestador al momento de su aplicación como crédito contra las sumas aseguradas
by this Mortgage.
por esta Hipoteca.

3. Application of Payments. Unless applicable law provides
3. Aplicación de Pagos. Excepto cuando ley aplicable disponga
otherwise, all payments received by Lender under the Note and
lo contrario, todos los pagos recibidos por el Prestador bajo el Pagaré y
paragraphs 1 and 2 hereof shall be applied by Lender first in
los párrafos 1 y 2 de la presente serán aplicados por el Prestador primero al
payment of amounts payable to Lender by Borrower under paragraph
pago de las sumas pagaderas al Prestador por el Deudor bajo el párrafo
2 hereof, then to interest payable on the Note and then to the prin-
2 de la presente, luego a interés pagadero bajo el Pagaré y luego al prin-
cipal of the Note,
cipal del Pagaré.

4. Charges; Liens. Borrower shall pay all taxes, assess-
4. Cargas; Gravámenes. El Deudor pagará todas las contribuciones, impues-
ments and other charges, fines and impositions attributable to the
tos y otros cargos, multas e imposiciones atribuibles a la
Property which may attain a priority over this Mortgage. If any,
Propiedad que pueden obtener prioridad sobre esta Hipoteca, si algunas.

in the manner provided under paragraph 2 hereof or, if not paid in
en la forma dispuesta bajo el párrafo 2 de la presente o, si no son pagados en

such manner, by Borrower making payment, when due, directly to the
dicha forma, mediante el pago por el Deudor, cuando venzan, directamente al

payee thereof. Borrower shall promptly furnish to Lender all
acreedor de los mismos. El Deudor suministrará inmediatamente al Prestador todas

notices of amounts due under this paragraph, and in the event
las notificaciones de cantidades vencidas bajo este párrafo, y, en caso de que

Borrower shall make payment directly, Borrower shall promptly furnish
al Deudor pague directamente, el Deudor suministrará inmediatamente

to Lender receipts evidencing such payments. Borrower
al Prestador los recibos que evidencien dichos pagos. El Deudor

shall promptly discharge any lien which has priority over this
desahogará inmediatamente cualquier gravamen que tenga prioridad sobre esta

Mortgage; provided, that Borrower shall not be required to discharge
Hipoteca; disponiéndose, que no se requerirá que el Deudor desahogue

any such lien as long as Borrower shall agree in writing to the payment
cualquiera de dichos gravámenes cuando el Deudor acuerde por escrito pagar

of the obligation secured by such lien in a manner acceptable to
la obligación garantizada por dicho gravamen en forma aceptable al

Lender, or shall in good faith contest such lien by, or defend
Prestador, o cuando impugne de buena fe dicho gravamen mediante, o defensa contra

enforcement of such lien in legal proceedings which operate
la ejecución de dicho gravamen en, procedimientos legales que produzcan

to prevent the enforcement of the lien or forfeiture of the Property
el efecto de evitar la ejecución del gravamen o la pérdida de la Propiedad

or any part thereof. ---
o de cualquier parte de la misma. ---

--- 5. Hazard Insurance. Borrower shall keep the improvements now
--- 5. Seguro de Riesgos. El Deudor mantendrá las mejoras ahora

existing or hereafter erected on the Property insured against loss
existentes o en adelante erigidas en la Propiedad aseguradas contra pérdida

by fire, hazards included within the term "extended coverage", and
por fuego, riesgos incluidos dentro de término "cobertura extendida", y

such other hazards as Lender may require, and in such amounts and
tales otros riesgos como el Prestador pueda requerir y en las cantidades y

for such periods as Lender may require; provided, that Lender
por los términos que el Prestador pueda requerir; disponiéndose, que el Prestador

shall not require that the amount of such coverage exceed that amount
no podrá requerir que el monto de dicha cobertura exceda del monto

of coverage required to pay the sums secured by this Mortgage. ---
de cobertura necesario para pagar las sumas aseguradas por esta Hipoteca. ---



--- The insurance carrier providing the insurance shall be chosen by
--- El asegurador que proporcione el seguro será escogido por

Borrower subject to approval by Lender; provided, that such
el Deudor sujeto a la aprobación del Prestador; disponiéndose que tal

approval shall not be unreasonably withheld. All premiums on
aprobación no será denegada irrazonablemente. Todas las primas de

insurance policies shall be paid in the manner provided under
pólizas de seguro serán pagadas en la forma dispuesta bajo

paragraph 2 hereof or, if not paid in such manner, by
el párrafo 2 de la presente o, si no pagados en dicha forma, mediante

Borrower making payment, when due, directly to the insurance carrier,
el pago directo por el Deudor al asegurador o su representante.

--- All insurance policies and renewals thereof shall be in form accept-
--- Todas las pólizas de seguro y sus renovaciones serán en forma acep-

table to Lender and shall include a standard mortgage clause
table al Prestador e incluirán la cláusula usual de prestación al acreedor hipotecario

in favor of and in form acceptable to Lender. Lender shall have the
a favor de y en forma aceptable al Prestador. El Prestador tendrá el

right to hold the policies and renewals thereof, and Borrower
derecho de poseer las pólizas y sus renovaciones y el Deudor

shall promptly furnish to Lender all renewal notices and
suministrará al Prestador inmediatamente todas las notificaciones de renovación y

*
all receipts of paid premiums. In the event of loss, Borrower shall give
todos los recibos de primas pagadas. En caso de pérdida, el Deudor dará

prompt notice to the insurance carrier and Lender, and Lender may
notificación inmediata al asegurador y al Prestador, y el Prestador podrá

make proof of loss if not made promptly by Borrower. ***
hacer la prueba de pérdida si el Deudor no la hace inmediatamente. ***

--- Unless Lender and Borrower otherwise agree in writing,
--- A menos que el Prestador y el Deudor acuerden lo contrario por escrito,

insurance proceeds shall be applied to restoration or re-
las indemnizaciones provenientes de seguros serán aplicadas a la restauración o re-

pair of the Property damaged, provided such restoration or
paración de la Propiedad afectada, bajo condición de que dicha restauración o

repair is economically feasible and the security of this Mortgage is not
reparación sea económicamente factible y la garantía de esta Hipoteca no quede

thereby impaired. If such restoration or repair is not economically
por ello menoscabada. Si tal restauración o reparación no fuere económicamente

feasible or if the security of this Mortgage would be impaired, the
factible o si la garantía de esta Hipoteca fuere menoscabada, las

insurance proceeds shall be applied to the sums secured
indemnizaciones provenientes de seguros serán aplicadas a las sumas garantizadas

by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender's demand within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

--- Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 and 2 hereof or change the amount of such installments.

--- If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

--- 8. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a

--- A menos que el Prestador y Deudor acuerden lo contrario por escrito, cualquier tal aplicación de las indemnizaciones a principal no servirá para extender o

--- Si bajo el párrafo 18 de la presente la Propiedad es adquirida por el Prestador,

--- Si en y sobre los fondos provenientes de las pólizas como resultado de daños a la

--- Si en y sobre las sumas aseguradas por esta Hipoteca inmediatamente antes de dicha

--- 8. Conservación y Mantenimiento de la Propiedad; Condominios;

--- El Deudor mantendrá la Propiedad en buen

--- Si esta Hipoteca es sobre una unidad en un condominio o un



planned unit development, or if Borrower is a member of any other
proyecto de unidades planificadas, o si el Deudor es un miembro de cualquier otra
type of association wherein property is jointly owned or administered
clase de régimen mediante el cual la propiedad se posee o administra en común
and obligations for maintenance thereof arise in the Borrower,
y surjan obligaciones para el Deudor respecto a su mantenimiento,
Borrower shall perform all of Borrower's obligations under the declara-
el Deudor cumplirá con todas las obligaciones del Deudor bajo la declara-

tion or covenants creating or governing the condominium or
ción o convenios que establecen o gobiernan al condominio o

planned unit development, the by-laws and regulations of the condo-
proyecto de unidades planificadas, las reglas y los reglamentos del condo-

minium or planned unit development, and constituent documents, or
minio o proyecto de unidades planificadas y los documentos constituyentes, o

arising from Borrower's membership in such association, ~~and any other~~
que surgen de la condición de miembros del Deudor en dicha asociación, ~~entre otras~~

--- 7. Protection of Lender's Security. If Borrower fails to perform
--- 7. Protección de la Garantía del Prestador. Si el Deudor dejare de cumplir

the covenants and agreements contained in this Mortgage, or if
los pactos y convenios contenidos en esta Hipoteca, o si

any action or proceeding is commenced which materially affects
se comenzare alguna acción o procedimiento que materialmente afecte

Lender's interest in the Property, including, but not limited to,
el interés del Prestador en la Propiedad, incluyendo, sin implicar limitación,

eminent domain, insolvency, enforcement of regulations of the
de expropiación, insolvencia, ejecución de reglamentación de la

Planning Board of Puerto Rico or arrangements or
Junta de Planificación de Puerto Rico o acuerdos de acreedores o

proceedings involving a bankrupt or decedent, then Lender
procedimientos relacionados con un quebrado o un causante, el Prestador,

at Lender's option, upon notice to Borrower, may make such
a opción del Prestador, previa notificación al Deudor, podrá hacer aquellas

appearances, disburse moneys and take such action as is necessary
comparecencias, desembolsos de dinero y tomar cualquier acción que sea necesaria

to protect Lender's interest, including, but not limited to,
para proteger el interés del Prestador incluyendo, sin implicar limitación,

disbursement of reasonable attorney's fees and entry upon the Property
desembolsos de honorarios razonables de abogado y entrar a la Propiedad

to make repairs, ~~and any other~~
para efectuar reparaciones, ~~entre otras~~

--- If Lender required mortgage insurance as a condition of making
--- Si el Prestador requirió seguro hipotecario como condición para hacer

the loan secured by this Mortgage, Borrower shall pay the premiums
el préstamo garantizado por esta Hipoteca, el Deudor pagará las primas
required to maintain such insurance in effect until such time
requeridas para mantener en vigor dicho seguro hasta que expire el término durante

as the requirement for such insurance terminates in accordance with
el cual debe mantenerse en vigor dicho seguro de acuerdo con

Borrower's and Lender's written agreement or applicable law. Borrower
el convenio escrito entre el Prestador y Deudor o la ley aplicable. El Deudor

shall pay the amount of all mortgage insurance premiums in the
pagará el monto de todas las primas del seguro hipotecario según
manner provided under paragraph 2 hereof, which shall mean that the amount of such premiums shall be paid by the Borrower in accordance with the terms of the mortgage instrument.
dispuesto en el párrafo 2 de la presente, lo que significará que el monto de dichas primas será pagado por el Deudor de acuerdo con los términos del instrumento hipotecario.

Any amounts disbursed by Lender pursuant to this
Cualesquiera sumas desembolsadas por el Prestador bajo las disposiciones de este

paragraph 7, with interest thereon, shall become additional indebtedness
párrafo 7, con intereses sobre las mismas, serán deuda adicional

of Borrower secured by this Mortgage. Unless Borrower and Lender
del Deudor garantizada por esta Hipoteca. A menos que Deudor y Prestador

agree to other terms of payment, such amounts shall be payable
convenzan otros términos de pago, dichas sumas serán pagaderas

upon notice from Lender to Borrower requesting payment thereof,
inmediatamente que el Prestador notifique al Deudor requiriendo pago de las mismas,

and shall bear interest from the date of disbursement at the rate
y devengarán intereses a partir de la fecha de desembolso al tipo

payable from time to time on outstanding principal under the Note
pagadero de tiempo en tiempo sobre el principal adeudado bajo el Pagare,

unless payment of interest at such rate would be contrary to
excepto cuando el pago de dicho interés a razón de dicho tipo resulta contrario a

applicable law, in which event such amounts shall bear interest at
ley aplicable, en cuyo caso dichas sumas devengarán intereses al

the highest rate permissible under applicable law. Nothing contained in
tipo más alto permisible bajo la ley aplicable. Nada de lo expresado en

this paragraph 7 shall require Lender to incur any expense or take
este párrafo 7 requerirá del Prestador que incurra en ningún gasto o tome

any action hereunder, except as may be required by applicable law.
acción alguna bajo el mismo, salvo en lo que pueda requerirse por la ley aplicable.

8. Inspection. Lender may make or cause to be made
9. Inspección. El Prestador podrá hacer o causar que se hagan

reasonable entries upon and inspections of the Property, provided that
entradas razonables y a inspecciones de la Propiedad, disponiéndose que

Lender shall give Borrower notice prior to any such inspection speci-
al Prestador dará notificación previa al Deudor de tales inspecciones especí-



...fying reasonable cause therefor related to Lender's interest in
...haciendo causa razonable para las mismas relacionadas con el interés del Prestador en
the Property.
la Propiedad.

--- 9. Condemnation. The proceeds of any award or claim
--- 9. Expropiación. Los fondos provenientes de cualquier laudo o reclamación

for damages, direct or consequential, in connection with any condemna-
por daños, directos o emergentes, en relación con cualquier expropia-

tion or other taking of the Property, or part thereof, or for conveyance
ción o enajenación forzosa de la Propiedad, o parte de la misma, o por traspaso

in lieu of condemnation, are hereby assigned and shall be paid to
en lugar de expropiación, quedan por la presente cedidos y serán pagados al

Lender.
Prestador.

--- In the event of a total taking of the Property, the
--- En caso de enajenación forzosa total de la Propiedad, los

proceeds shall be applied to the sums secured by this Mortgage,
fondos provenientes serán aplicados a las sumas garantizadas por esta Hipoteca,

with the excess, if any, paid to Borrower. In the event of a
y el exceso, si alguno, pagado al Deudor. En caso de una

partial taking of the Property, unless Borrower and Lender
enajenación forzosa parcial de la Propiedad, a menos que el Deudor y el Prestador

otherwise agree in writing, there shall be applied to the sums secured
acuerden por escrito lo contrario, se aplicará a las sumas garantizadas

by this Mortgage such proportion of the proceeds as is equal to that
por esta Hipoteca tal proporción de los fondos provenientes que equivale a la

proportion which the amount of the sums secured by this Mortgage
proporción que el monto de las sumas aseguradas por esta Hipoteca

immediately prior to the date of taking bears to the fair market value
inmediatamente antes de la fecha de enajenación forzosa guarda al valor en el mercado

of the Property immediately prior to the date of taking, with the
de la Propiedad inmediatamente antes de la fecha de la enajenación forzosa, y el

balance of the proceeds paid to Borrower,
balance de dichos fondos serán pagados al Deudor.

--- If the Property is abandoned by Borrower or if, after
--- Si la Propiedad es abandonada por el Deudor, o si después

notice by Lender to Borrower that the condemnor offers to make
que el Prestador notifique al Deudor que el expropiante ofrece hacer

an award or settle a claim for damages, Borrower fails to respond
un laudo o transigir una reclamación por daños, el Deudor dejara de responder

to Lender within thirty (30) days of the date
al Prestador dentro del término de treinta (30) días a partir de la fecha de

such notice is mailed, Lender is authorized to collect and apply
envío por correo de dicha notificación, el Prestador queda autorizado a cobrar y aplicar

the proceeds at Lender's option either to restoration or repair of the
los fondos provenientes, a opción del Prestador, a restaurar o reparar la

Property or to the sums secured by this Mortgage.
Propiedad o al pago de las sumas aseguradas por esta Hipoteca.

--- Unless Lender and Borrower otherwise agree in writing,
--- A menos que el Prestador y el Deudor acuerden lo contrario por escrito,

any such application of proceeds to principal shall not extend or post-
dicha aplicación de fondos a principal no extenderá o pos-

pone the due date of the monthly installments referred to in
pondrá la fecha de vencimiento de los pagos mensuales a los cuales se refieren los

paragraphs 1 and 2 hereof or change the amount of such installments.
párrafos 1 y 2 de la presente, ni cambiará el monto de dichos pagos.

--- 10. Borrower Not Released. Extension of the time for payment or
--- 10. Deudor no queda Released. Ni la prórroga de la fecha de pago, ni

modification of amortization of the sums secured by this Mortgage
la modificación de la amortización de las sumas aseguradas por esta Hipoteca

granted by Lender to any successor in interest of Borrower shall not be
concedidas por el Prestador a cualquier sucesor en título, constituirá

a novation of this Mortgage nor operate to release, in any manner, the
una novación de esta Hipoteca ni relevará, en forma alguna,

liability of the original Borrower and Borrower's successors in interest.
al Deudor original ni a los sucesores en título del Deudor de responsabilidad.

Lender shall not be required to commence proceedings against such
No se requerirá del Prestador que comience procedimientos contra tal

successor or refuse to extend time for payment or otherwise modify
sucesor, ni que refuese extender la fecha de pago o de otra forma modifique

amortization of the sums secured by this Mortgage by
la amortización de las sumas garantizadas por esta Hipoteca por

reason of any demand made by the original Borrower and
razón de cualquier exigencia del Deudor original y

Borrower's successors in interest.
los sucesores del Deudor.

--- 11. Forbearance by Lender Not a Waiver. Any
--- 11. Indulgencia de Morosidad por Prestador no Constituye Renuncia. Cualquier

forbearance by Lender in exercising any
indulgencia de morosidad concedida por el Prestador en el ejercicio de cualquier

right or remedy hereunder, or otherwise afforded by applicable law,
derecho o remedio bajo la presente, o de otro modo concedida por ley aplicable,

shall not be a waiver of or preclude the exercise of any right or remedy.
no constituirá una renuncia ni impedirá el ejercicio de cualquier derecho o remedio.



The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

La obtención de seguros, o el pago de contribuciones u otra carga o cargos por el Prestador no constituirá renuncia del derecho del Prestador a acelerar el vencimiento de la deuda garantizada por esta Hipoteca.

--- 12. Remedies Cumulative. All remedies provided in this Mortgage

--- 12. Remedios Cumulativos. Todos los remedios dispuestos en esta Hipoteca

are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised currently, independently or successively.

son independientes de, y cumulativos a, cualquier otro derecho o remedio bajo esta Hipoteca u otorgado por ley o equidad, y podrán ser ejercidos corrientemente, independientemente o sucesivamente.

--- 13. Successors and Assigns Bound; Joint and Several Liability;

--- 13. Sucesores y Cesionarios Obligados; Responsabilidad Solidaria;

Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

Títulos. Los pactos y convenios contenidos en la presente obligarán, a los sucesores y cesionarios respectivos del Prestador y del Deudor, sujetos a las disposiciones del párrafo 17 de la presente. Todos los convenios del Deudor serán solidarios. Los títulos y epígrafes de los párrafos de esta Hipoteca son para conveniencia únicamente y no serán usados para interpretar las disposiciones de la presente.

--- 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail,

--- 14. Notificación. Excepto por cualquier notificación que la ley aplicable requiera ser dada de otra manera, (a) toda notificación al Deudor dispuesta en esta Hipoteca será dada enviando dicha notificación por correo certificado dirigido al Deudor a la Dirección de la Propiedad o a cualquier otra dirección que el Deudor designe por notificación al Prestador según indicado en la presente, y (b) toda notificación al Prestador será dada por correo certificado

return receipt requested, to Lender's address stated herein or to such
con acuse de recibo a la Dirección del Prestador indicada en la presente o a cualquier

other address as Lender may designate by notice to Borrower as
otra dirección que el Prestador designe por notificación al Deudor según

provided herein. Any notice provided for in this Mortgage
indicado en la presente. No considerará dada cualquier notificación al Prestador

shall be deemed to have been given to Borrower or Lender when given
a al Deudor si se da

in the manner designated herein.
en la manera designada en la presente.

--- 15. Uniform Mortgage; Governing Law; Severability. This form of
--- 15. Hipoteca Uniforme; Ley que Rige; Separabilidad. Esta forma de

mortgage was developed from mortgage instruments prepared for
hipoteca fue desarrollada a base de instrumentos hipotecarios preparados para

use throughout the United States of America with limited variations
uso a través de los Estados Unidos de América con cambios limitados

by jurisdiction to constitute a uniform security instrument
por jurisdicción con el propósito de constituir un instrumento uniforme de garantía

covering real property. This Mortgage shall be governed by the law of
cubriendo bienes raíces. Esta Hipoteca será regida por la ley de

the jurisdiction in which the Property is located. In the event that any
la jurisdicción en la cual está localizada la Propiedad. En caso de que cualquier

provision or clause of this Mortgage or the Note conflicts with
disposición o cláusula de esta Hipoteca o del Pagaré conflictiva con

applicable law, such conflict shall not affect other provisions of this
la ley aplicable, dicho conflicto no afectará otras disposiciones de esta

Mortgage or the Note which can be given effect without the
Hipoteca o del Pagaré a las cuales pueda darse efecto sin la

conflicting provision, and to this end the provisions of the Mortgage
disposición conflictiva y, a tal fin, las disposiciones de esta Hipoteca

and the Note are declared to be severable.
y del Pagaré son declaradas separables.

--- 16. Borrower's Copy. Borrower shall be furnished a conformed copy
--- 16. Copia del Deudor. El Deudor será suplido con una copia concordante

of the Note and of this Mortgage within seven (7) days of the date of
del Pagaré y de esta Hipoteca dentro de siete (7) días a partir de la fecha del

execution hereof.
otorgamiento de la presente.

--- 17. Transfer of the Property; Assumption. If all or any part of the
--- 17. Tránsito de Propiedad; Assunción. Si toda o parte de la

Property or an interest therein is sold or transferred by Borrower
Propiedad, o un interés en la misma, es vendido o transferido por el Deudor



without Lender's prior written consent, excluding (a) the creation
sin el consentimiento previo por escrito del Prestador, excluyendo (a) la creación

of a lien or encumbrance subordinate to this Mortgage, (b) the crea-
de una carga o gravamen subordinada a esta Hipoteca, (b) la crea-
tion of a purchase money security interest for household appliances,
von de una garantía del precio de compraventa de enseres del hogar,

(c) a transfer by devise or descent or (d) the grant of any
se) una transferencia por legado o herencia, o (d) la concesión de un

leasehold interest of three years or less not containing an option
derecho de arrendamiento de tres años o menos que no contenga una opción

to purchase. Lender may, at Lender's option, declare all the sums
de compra. El Prestador podrá, a opción del Prestador, declarar todas las sumas

secured by this Mortgage to be immediately due and payable. Lender
aseguradas por esta Hipoteca inmediatamente vencidas y pagaderas. El Prestador

shall have waived such option to accelerate if, prior to the sale or
habrá renunciado tal derecho de aceleración si, antes de la venta o

transfer, Lender and the person to whom the Property is to be sold
transferencia, el Prestador y la persona a quien la Propiedad ha de ser vendida

or transferred reach agreement in writing that the credit of such
o transferida llegan a un acuerdo por escrito a efectos de que el crédito de dicha

person is satisfactory to Lender and that the interest payable on
persona es satisfactoria al Prestador y de que el interés pagadero

the sums secured by this Mortgage shall be at such rate as
sobre las sumas aseguradas por esta Hipoteca será el tipo que

Lender shall request. The waiver of the option to accelerate
requiera el Prestador. La renuncia por el Prestador a la opción de aceleración

provided in this paragraph 17 by Lender shall not be interpreted as a
dispuesta en este párrafo 17 no será interpretada como un

release from Borrower's obligations under this Mortgage and the Note.
relieve de las obligaciones del Deudor bajo esta Hipoteca y el Pagaré.

--- If Lender exercises such option to accelerate, Lender
--- Si el Prestador ejerce dicha opción de aceleración, el Prestador

shall mail Borrower notice of acceleration in accordance with
enviará por correo al Deudor notificación de aceleración de acuerdo con

paragraph 14 hereof. Such notice shall provide a pe-
las disposiciones del párrafo 14 de la presente. Dicha notificación concederá un pe-

riod of not less than thirty (30) days from the date
riodo de no menos de treinta (30) días a partir de la fecha de

the notice is mailed within which Borrower may pay the sums
envío por correo de la notificación durante el cual el Deudor podrá pagar las sumas

declared due. If Borrower fails to pay such sums prior to the
declaradas vencidas. Si el Deudor dejare de pagar dichas sumas antes de la

expiration of such period, Lender may, without further notice or
expiración de dicho período, el Prestador podrá, sin necesidad de notificación o
demand on Borrower, invoke any remedies permitted
requerimiento adicional al Prestador, invocar cualquiera de los remedios permitidos
by paragraph 18 hereof.
por el párrafo 18 de la presente.

18. Acceleration; Remedies. Except as provided in paragraph 17
18. Aceleración; Remedios. Excepto según se dispone en el párrafo 17

hereof, upon Borrower's breach of any covenant or agreement of
de la presente, al incumplir el Deudor cualquiera de los pactos o convenios del

Borrower in this Mortgage, including the covenant to pay when due any
Deudor en esta Hipoteca, incluyendo los pactos de pagar a su vencimiento las

sums secured by this Mortgage, Lender prior to acceleration
sumas garantizadas por esta Hipoteca, el Prestador, antes de acelerar su vencimiento,

shall mail notice to Borrower as provided in paragraph 14
enviará por correo notificación al Deudor, según dispuesto en el párrafo 14

hereof specifying: (1) the breach; (2) the action re-
de la presente, especificando lo siguiente: (1) el incumplimiento; (2) la acción re-

quired to cure such breach; (3) a date, not less
querida para subsanar dicho incumplimiento; (3) la fecha límite, que no será anterior

than thirty (30) days from the date the notice is mailed to Bor-
a treinta (30) días a partir de la fecha de envío por correo de la notificación al Deu-

rower, by which such breach must be cured; and (4)
der, antes de la cual dicho incumplimiento deberá ser subsanado; y (4)

that failure to cure such breach on or before the date
una indicación de que dejar de subsanar dicho incumplimiento en o antes de la fecha

specified in the notice may result in acceleration
límite especificada en la notificación podrá resultar en la aceleración del vencimiento

of the sums secured by this Mortgage, foreclosure by judicial proceeding
de las sumas garantizadas por esta Hipoteca, ejecución por la vía judicial

and sale of the Property. The notice shall further inform Borrower of the
y la venta de la Propiedad. La notificación informará al Deudor, además, de su

right to reinstate after acceleration and the right to assert
derecho a rehabilitación con posterioridad a la aceleración y de su derecho a negar

the non-existence of a default or any other defense of Borrower to
la inexistencia de incumplimiento o cualquier otra defensa del Deudor a la

acceleration and foreclosure in the foreclosure proceeding. If the breach
aceleración o ejecución en cualquier procedimiento de ejecución. Si el incumplimiento

is not cured on or before the date specified in the notice,
no es subsanado en o antes de la fecha límite especificada en la notificación,

Lender at Lender's option may declare all of the sums secured by
el Prestador, a opción del Prestador, podrá declarar todas las sumas garantizadas por



this Mortgage to be immediately due and payable without
esta Hipoteca inmediatamente vencidas y pagaderas sin necesidad de

further demand and may foreclose this Mortgage by judicial proceeding,
requerimiento adicional y podrá ejecutar esta Hipoteca por la vía judicial.

Lender shall be entitled to collect in such proceeding all expenses of
El Prestador tendrá derecho a cobrar en dicho procedimiento todos los gastos de

foreclosure, including, but not limited to, attorney's fees, and costs of
ejecución, incluyendo, sin implicar limitación, honorarios de abogado, y el costo de

documentary evidence, abstracts and title reports.
evidencia documental, resúmenes y estudios de título.

--- 19. Borrower's Right to Reinstate. Notwithstanding
--- 19. Derecho de Rehabilitación del Deudor. No impide

Lender's acceleration of the sums secured by this Mortgage,
la aceleración por el Prestador de las sumas garantizadas por esta Hipoteca,

Borrower shall have the right to have any proceedings begun by
el Deudor tendrá derecho de paralizar cualquier procedimiento comenzado por

Lender to enforce this Mortgage discontinued at any time prior to
el Prestador para ejecutar esta Hipoteca en cualquier momento antes de

entry of a judgement enforcing this Mortgage if (a) Borrower pays
que se dicte sentencia ejecutando esta Hipoteca si (a) el Deudor paga

Lender all sums which would be then due under this Mortgage and
el Prestador todas las sumas que estuvieran vencidas bajo esta Hipoteca y

the Note including advances, if any, had no acceleration occurred;
el Pagaré incluyendo adelantos, si algunos, de no haber ocurrido la aceleración;

(b) Borrower cures all breaches of any other covenants or
(b) el Deudor subsana todos los incumplimientos de cualesquiera otros pactos o

agreements of Borrower contained in this Mortgage; (c) Borrower pays
convencios del Deudor contenidos en esta Hipoteca; (c) el Deudor paga

all reasonable expenses incurred by Lender in enforcing the covenants
todas los gastos razonables incurridos por el Prestador en la ejecución de los pactos

and agreements of Borrower contained in this Mortgage and in enforcing
y convencios del Deudor contenidos en esta Hipoteca y en la ejecución

Lender's remedies as provided in paragraph 18 hereof, including,
de los remedios del Prestador dispuestos en el párrafo 18 de la presente, incluyendo,

but not limited to, attorney's fees; and (d) Borrower takes such action
sin implicar limitación, honorarios de abogado; y (d) el Deudor toma aquella acción

as Lender may reasonably require to assure that the lien of
que el Prestador pueda razonablemente requerir para asegurar que el gravamen de

this Mortgage, Lender's interest in the Property and Borrower's obligation
esta Hipoteca, el interés del Prestador en la Propiedad y la obligación del Deudor

to pay the sums secured by this Mortgage shall continue
de pagar la sumas garantizadas por esta Hipoteca continuará inalterada

unimpaired. Upon such payment and cure by Borrower, this--
adversement. Al hacer el Deudor dicho pago y subsanar--

Mortgage and the obligations secured hereby shall remain--
dicho incumplimiento, esta Hipoteca y las obligaciones--

in full force and effect as if no acceleration had--
garantizadas por la misma quedarán en completa fuerza y--

occured,--
vigor como si no hubiera ocurrido aceleración,--

---20. Assignment of Rents: Appointment of Receiver. As--
---20. Cesión de Rentas: Designación de Síndico. Como--

additional security hereunder, Borrower hereby assigns to--
garantía adicional, el Deudor por la presente cede a)

Lender the rents of the Property, provided that Borrower--
Prestador las rentas de la Propiedad, disponiéndose que el--

shall, prior to acceleration under paragraph Eighteen (18)--
Deudor, antes de aceleración de vencimiento bajo el párrafo

hereof or abandonment of the Property, have the right to--
Dieciocho (18) de la presente o Abandono de la Propiedad,--

collect and retain such rents as they become due and--
tendrá el derecho de cobrar y retener dichas rentas según--

payable,--
vengan y sean pagaderas,--

---Upon acceleration under paragraph Eighteen (18) hereof--
---Al ocurrir una aceleración bajo el párrafo Dieciocho--

or abandonment of the Property, Lender shall be entitled to
(18) de la presente o el abandono de la Propiedad, el--

have a receiver appointed by a court to enter upon, take--
Prestador tendrá derecho a que se designe por un tribunal--

possession of and manage the Property and to collect the--
un síndico que entre, tome posesión de y administre la--

rents of the Property including those past due. All rents--
Propiedad y que cobra las rentas de la Propiedad incluyendo

collected by the receiver shall be applied first to--
las anteriormente vencidas. Todas las rentas cobradas por--

payment of the costs of management of the Property and--
el Síndico serán aplicadas primero al pago de los gastos de

collection of rents, including, but not limited to,--
administración de la Propiedad y del cobro de las rentas--

receiver's fees, premiums on receiver's bonds and--
incluyendo, sin que implique limitación a los honorarios--

attorney's fees, and then to the sums secured by this--
del síndico, primas de la fianza del síndico y honorarios--



Mortgage. The receiver shall be liable to account only for
de abogado, y luego de las sumas garantizadas por esta

those rents actually received.
Hipoteca, El síndico será responsable de rendir cuentas

únicamente respecto a las rentas realmente recibidas,

---21. Release. Upon payment of all sums secured by this

---21. Descargo. Una vez pagadas todas las sumas

Mortgage, Lender shall release and cancel this Mortgage at-
garantizadas por esta Hipoteca, el Prestador descargará y

Borrower's expense, or, at Borrower's option, order the the-
cancelará esta Hipoteca por cuenta del Deudor o, a opción

Note "for cancellation only" without charge to Borrower,
del Deudor, endosará al Pagará "para cancelación

únicamente" sin cargo al Deudor,

---FIFTH: The Property,

---QUINTO: La Propiedad,

---The description of the mortgaged Property is described---
---La descripción de la propiedad es la siguiente en el

in Spanish language;
idioma español;

---RUSTICA: PARCELA NUMERO TREES (3): Predio de terreno radicado-
en el Barrio Bayamón en Cidra, Puerto Rico, con una cabida-
superficial de mil cien punto novecientos once (1,100.911) metros
cuadrados. En linderos por el NORTE, con servidumbre de paso; por-
el SUR, con la parcela número seis (6); por el ESTE, con la-
parcela número dos (2)-y por el OESTE, con la parcela número-
cuatro (4).

---Enclava una estructura de concreto con fines residenciales.

---This property is mortgaged together with all the---
---Esta propiedad permanecerá hipotecada junto con todas---

structures, improvements now or hereafter erected on the---
las estructuras, mejoras actuales o futuras en la Propiedad

Property and all easements, rights, appurtenances and rents,
y todas las servidumbres, derechos, pertenencias y rentas,-

and all fixtures now and hereafter attached to the Property
y todos los muebles actualmente o en el futuro adheridos a-

all of which, including replacements and additions thereto-
la Propiedad, todos los cuales, incluyendo los que son-

shall be deemed to be and remain a part of the Property
reemplacen o se le añadan en el futuro, serán considerados-

covered by this Mortgage.
como parte de la Propiedad cubierta por esta Hipoteca,

---The Property is recorded at page 145 of Volume 376 of---
---La Propiedad está inscrita al folio---

Cidra, Property Number 14,186, First Inscription, Registry---
of the Property of Caguas, Second Section.

---Mortgagors acquired the subject property as per Deed---
Number Thirteen (13), in Caguas, Puerto Rico, on the twenty---
sixth (26th) day of June, Two Thousand One (2001), before---
Notary Public Marysa Noldin Castro.

---SIXTH: Value of the Property.

---SEXTO: Valor de la Propiedad.

---Pursuant to the provisions of the Article One Hundred ---
---En cumplimiento de las disposiciones del Artículo Ciento ---

Seventy Nine (179) of the Mortgage Law of Puerto Rico, that ---
Setenta y Nueve (179) de la Ley Hipotecaria de Puerto Rico, ---

became effective on August ninth, nineteen hundred eighty, ---
que entró en vigor el nueve de agosto de mil novecientos

the Property has a value of SEVENTY THREE THOUSAND DOLLARS---
ochenta, la propiedad tiene un valor de

(\$73,000.00) and this value shall---
y este valor servirá como---

serve as the lowest bid at the first auction in the event ---
oferta mínima en la primera subasta en casos de procedimiento---

foreclosure proceedings. ---
de ejecución.

---SEVENTH: Appearing Parties ("Borrower").

---SEPTIMO: Comparecientes ("Deudor").

---CARMEN MILAGROS RIOS NEORDN, Social Security Number

of legal age, single, property owner and resident---
of Cidra, Puerto Rico.



---EIGHTH : Lender. The Lender to whom the Note has been ---
---OCTAVO : Prestador. El Prestador a favor de quien se ---

issued and delivered is THE MONEY HOUSE, INC., a corporation
hizo y se entregó el pagaré as THE MONEY HOUSE, INC., una

organized, and existing under the laws of the Commonwealth of Puerto Rico,
corporación organizada y existente bajo las leyes del Estado Libre Asociado

with principal offices at Cayey, Puerto Rico; Employer's Identification
Puerto Rico, con oficinas principales en Cayey, Puerto Rico; Seguro Social

Number Sixty Six dash Zero Five Four Five Three Five One (66-0545351) herein
Patrona) Número Sesenta y Seis guión Cero Cinco Cuatro Cinco Tres Cinco Uno

represented by its President, Felipe Lizardi López of legal age, married, and
(66-0545351), representada en esta auto por su, Presidente, Felipe Lizardi

resident of Cidra, Puerto Rico, personally known by the subscribing notary
López, mayor de edad casado y vecino de Cidra, conocido personalmente por el

notary public in accordance with their Corporate Resolution, dated August
notario suscribiente, según surge de la Resolución Corporativa fechada el

Twenty Seven, Nineteen Hundred Ninety seven under Affidavit Number twenty
veintisiete de agosto de mil novecientos noventa y siete, bajo el Affidavit

Número veintisiete de la misma fecha, autorizada por el Notario Humberto Boto
one of same date, authorized by Notary Humberto Boto Mainardi.

MAINARDI:

---NINTH : Waiver of Homestead Rights.

---NOVENO : Renuncia de Hogar Seguro.

---Borrower hereby waives, in favor of the Lender, to the ---
---El Deudor por la presente renuncia, a favor del Prestador ---

fullest extent allowed by law, all homestead and similar ---
hasta el límite permitido por ley, todos sus derechos de ---

rights conferred upon Borrower by any law, including, without-
hogar seguro y derechos similares conferidos al Deudor por ---

limitation, the provisions of the Puerto Rico Right of ---
cualquier ley, incluyendo, sin implicar limitación, las ---

Homestead (31 L.P.R.A. § 1851-1857) ---
disposiciones sobre Derecho de Hogar Seguro de Puerto Rico ---
(31 L.P.R.A. § 1851-1857)

---TENTH: Property Address. The property Address shall be the ---
---DECIMO: Dirección de la Propiedad. La dirección de la ---

address stated in the Note as the property Address. ---
Propiedad será la dirección indicada en el Pagaré como ---
Dirección de la Propiedad.

---ELEVENTH: The total mortgage amount herein shall be payable ---
---UNDECIMO: La deuda total hipotecaria será pagada en ---

in three hundred sixty (360) --- equal successive ---
---plazos mensuales iguales
monthly installments of FOUR HUNDRED SIXTY ONE DOLLARS WITH ---
do

FORTY ONE CENTS (\$461.41) --- each commencing on the ---
---cada uno, comenzando el primer día

first day of October, Two Thousand Four (2004).

---TWELFTH : Borrowers' identification.

---DUODECIMO: Identificación de los deudores hipotecarios.

---CARMEN MILAGROS RIOS NEGRON: Puerto Rico Driver's License

Number _____ with photo and signature, _____

ACCEPTANCE
ACEPTACION

---The appearing parties accept this Deed in its entirety and--
---Los comparecientes aceptan esta Escritura en su totalidad--

I, the Notary, made to the appearing parties the necessary --
Yo, el Notario, hice a los comparecientes las advertencias --

legal warnings concerning the execution of the same. I, the --
legales pertinentes relativas a su otorgamiento. Yo, el --

Notary, advised the appearing parties as to their right to --
Notario, advertí a las partes comparecientes de su derecho a --

have witnesses present at this execution, which right they --
a tener testigos presentes en este otorgamiento, a cuyo --

waived. The appearing parties having read this Deed in its --
derecho renunciaron. Habiendo los comparecientes leído esta --

entirely, fully ratify and confirm the statements contained --
Escritura en su totalidad, la ratifican totalmente y confirman

herein as the true and exact embodiment of their stipulations,
que las declaraciones contenidas en la misma reflejan fiel y

terms and conditions. Whereupon the appearing parties signed
exactamente sus estipulaciones, términos y condiciones. En --

this Deed, before me the Notary, and signed their initials on
cuya virtud los comparecientes firman esta Escritura ante mí, --

each and every page of this Deed, _____
al Notario y firman sus iniciales en todas y cada una de las --
páginas de esta Escritura, _____

---I, the Notary, do hereby certify as to everything stated or
---Yo, el Notario, por la presente certifico lo declarado y --

contained in this instrument. _____
contenido en este instrumento. _____

---I, the Notary, DO HEREBY ATTEST. _____

---Yo, el Notario, DOY FE. _____

---This transaction is subject to Regulation 2 of the Federal
Truth-In-Lending Act wherein Mortgagor has the option to --
rescind the transaction in three subsequent working days --



from today's date,-----

---If Mortgagor accepts the loan contract then Mortgagee will immediately send Manager(s) Check(s) to pay off the indebtedness owed to the following secured creditor(s): -----

---A: FIFTY FIVE THOUSAND DOLLARS (\$55,000.00),-----

mortgage lien in favor of THE MONEY HOUSE, INC.-----

-----Mortgagor(s) have the right to obtain the cancellation of the aforementioned indebtedness as of date of final closing which is the date of acceptance of the loan contract however mortgagor(s) after being properly advised of its consequences voluntarily agree for Mortgagee to cancel such liens in due course thereafter.-----

-----The corresponding deed of cancellation will be executed as soon as the original mortgage note is delivered to the subscribing Notary Public. -----

I ATTEST,-----

---SIGNED: CARMEN MILAGROS RIOS BEGON and FELIPE LIZARDI-LOPEZ-----

---SIGNED, SEALED, STAMPED AND RUBRICATED: ALONDRA PRAGA-MELENDEZ-----

---This Deed contains fourteen pages,-----

Signed, sealed, marked and numbered:
The corresponding Internal Revenue Stamp and the Notarial Stamp
have been cancelled on the original of this deed.
I hereby certify that the preceding document is a true copy of the
original in my Protocol.

ALONDRA PRAGA-MELENDEZ
Notary Public



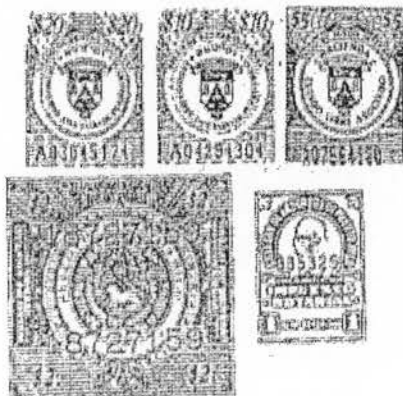
Invento a favor de la casa 374 de S. de la. P. en 14/80, inscripción 48.
 Se halla opuesta a hipoteca por \$55,000 a favor The Henry House Inc. e
 hipoteca que por este documento se cancela.

Registros a 13 de noviembre de 1901.

Dicho

A. J. H.

Alfonso J. H.
 Registrador



2810 — 008E00009538

504 — A6977537

2812 — 008E00009538

50¢
CANCELADO
 A6977537

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is effective August 1, 2018, between CARMEN RIOS NEGRON, ("Borrower") and Select Portfolio Servicing, Inc., acting on behalf of the owner of the Note, ("Lender"). If Borrower's representations and covenants in Section 1 continue to be true in all material respects, then this Agreement will amend and supplement, as set forth in Section 2, the Note made by the Borrower, dated August 25, 2004, in the original principal sum of \$73,000.00 ("Note"). The Mortgage or Deed of Trust ("Security Instrument"), which was entered into as security for the Note, encumbers the real and personal property described in the Security Instrument (defined in the Security Instrument as the "Property"), known as:

172 PR # 3 CERTENEJAS 11
CIDRA, PR 00739

The Note and Security Instrument are collectively referred to in this Agreement as the "Loan Documents."

1. Borrower Representations and Covenants. Borrower certifies, represents, covenants, and agrees as follows:

- a. Borrower is experiencing a financial hardship, and as a result, (i) is in default under the Note or default is imminent, and (ii) Borrower does not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
- b. There has been no impermissible change in the ownership of the Property since Borrower signed the Note.
- c. If requested by Lender, Borrower has provided documentation for all income that they receive.
- d. All documents and information Borrower has provided to Lender in connection with this Agreement, including the documents and information regarding eligibility for this Agreement, are complete, true and correct.
- e. Borrower has made or will make all payments required under a trial modification plan or loan workout plan, if applicable.
- f. The property is neither in a state of disrepair, nor condemned.
- g. Borrower is not a party to any litigation involving the Loan Documents, except to the extent the Borrower may be a defendant in a foreclosure action.

2. The Modification. If Borrower's representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on August 1, 2018 (the "Modification Effective Date") and all late charges that remain unpaid will be waived. Borrower understands that if they fail to make any payments as a precondition to this modification under a workout plan or trial modification plan, this modification will not take effect. The first modified payment will be due on September 1, 2018.

- a. The Maturity Date will be: August 1, 2048.
- b. The modified principal balance of the Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the account associated with the Note. The new principal balance of the Note will be \$50,440.44 (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- c. Interest at the rate of 5.000% will begin to accrue on the Interest Bearing Principal Balance as of August 1, 2018 and the first new monthly payment on the Interest Bearing Principal Balance will be due on September 1, 2018. The payment schedule for the modified Lien Documents is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-360	5.000%	N/A	\$243.22	\$41.59, may adjust periodically	\$284.81, may adjust periodically	September 1, 2018	360
A final balloon payment on the Interest Bearing Principal Balance of \$22,931.31 is due on the Maturity Date.							

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

The above terms in this section 2.c shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate. Interest will be charged on unpaid principal until the full amount of Principal has been paid. Borrower will pay interest at a yearly rate of 5.000%.

BALLOON NOTICE. In order to reach an affordable payment, we extended your amortization term, which is the rate or speed by which your mortgage is calculated to be paid off; however, your maturity term, which is the period of time until your mortgage becomes due and payable, could not be fully extended to an equal term. This is because the investor on your account allows us to change your amortization term but does not allow us to change the maturity term to match. As a result of the difference between these two periods, there will be an amount due of \$22,931.31 on the date your lien matures on August 1, 2048. The amount due at maturity is in addition to your monthly scheduled payment that you received as part of your modification.

- d. Borrower, has agreed to establish an escrow account to pay for homeowner's insurance, and pay a monthly escrow payment in the initial amount of \$41.59. Borrower, acknowledges that the payments attributable to insurance are determined by the insurance companies and, therefore, are subject to change from time to time. Borrower, will be notified of any changes. The monthly payment under this modification does not include the collection of funds for property taxes. Therefore Borrower, is responsible for the payment of property taxes as required under the Loan Documents. If Borrower, fails to pay property taxes, the taxing entity may sell the property and Borrower, could lose their home.

3. Other Agreements. Borrower and Lender also agree to the following:

- a. This Agreement shall supersede any modification, forbearance, trial period plan, or other workout plan that Borrower previously entered into with Lender.
- b. The Security Instrument and Note, as modified by this Agreement, are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- c. All terms of the Security Instrument and Note, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Note and Security Instrument.
- d. Borrower will be bound by and comply with all covenants, agreements, and requirements of the Note as modified by the Agreement and the Security Instrument, including all requirements to make payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Note and Security Instrument.
- e. If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after receipt of the Lender's request, Borrower will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If Borrower fails to do so, Borrower will be liable for any and all loss or damage which the Lender reasonably sustains as a result of Borrower's failure. At Lender's option, this Agreement will be void and of no legal effect upon notice of such loss, misplacement, misstatement, or inaccuracy. If Borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and Borrower will not be eligible for a modification.
- f. The mortgage insurance premiums due from Borrower, if applicable, may increase as a result of the capitalization, which will result in a higher total monthly payment. Furthermore, the date on which Borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

- g. As of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, Borrower agrees as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lender exercises this option, the lender shall give borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days – depending on state law and other requirements – from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on the Borrower.
- h. As of the Modification Effective Date, a buyer of the Property will not be permitted, under any circumstance, to assume the Loan. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.
- i. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- j. If Borrower is in bankruptcy upon execution of this document, Borrower will cooperate fully with Lender in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. Borrower understands that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect, and such terms shall not be modified by this Agreement.
- k. If Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement.
- l. In agreeing to the changes to the original Loan Documents as reflected in this Agreement, Lender has relied upon the truth and accuracy of all of the representations made by Borrower(s), both in this Agreement and in any documentation provided by or on behalf of Borrower(s) in connection with this Agreement. If Lender subsequently determines that such representations or documentation were not truthful or accurate, Lender may, at its option, rescind this Agreement and reinstate the original terms of the Loan Documents as if this Agreement never occurred.

TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

The Borrower(s) and Lender have signed this Agreement as of the Effective Date.

Borrower Signature:

Borrower Signature:

Date:

Date:

DIGIMAIL AUG 31 2018



Larry Gonzales
Document Control Officer

Select Portfolio Services, Inc. (On behalf of Lender)

SEP 17 2013

Date:

ESTUDIO DE TITULO

CASO PARA : MARTINEZ & TORRES LAW OFFICES, P.S.C.
ATENCION : CORALIE MEDINA
CASO NUMERO : N/E 36270
REFERENTE : CARMEN M. RIOS NEGRON
FINCA NUMERO : 14186 Inscrita al Folio 145 del Tomo 376 de Cidra
Registro de Caguas. Sección II

DESCRIPCIÓN:

RUSTICA: Parcela número Tres. Predio de terreno radicado en el Barrio Bayamón en Cidra, Puerto Rico, con una cabida superficial de 1,100.911 metros cuadrados. En lindes por el Norte, con servidumbre de paso; por el Sur, con la Parcela número Seis; por el Este, con la Parcela número Dos y por el Oeste, con la Parcela Número Cuatro. Enclava una estructura de concreto con fines residenciales.

TRACTO: Se segrega de la finca número 14181 inscrita al folio 129 del Tomo 376 de Cidra a favor de Sucesión Ríos Negrón.

DOMINIO:

Consta inscrita privativamente a favor de CARMEN MILAGROS RIOS NEGRON, casada con Luis Angel Ortiz, quien adquiere por adjudicación que hiciera con Natividad (soltera), Cándida (casada), Eduardo (casado), Carmen Gloria (casada), Leonor (soltera), María Esther (casada), Héctor (casado) y Juana (soltera), todos de apellidos Ríos Negrón, y Teresa Ríos Vega (soltera), por la suma de \$15,000.00, según escritura número 13, otorgada en Caguas, el 26 de junio de 2001, ante la notario Maryse Roldán Castro. Inscrita al folio 145 del tomo 376 de Cidra. Inscripción primera.

GRAVÁMENES:

Afecta por su procedencia a
Libre de cargas.

Por sí a:

SERVIDUMBRE DE PASO:

Constituida por Sucesión Ríos Negrón, sobre esta finca y otra a favor del solar número 4 (finca número 15020, folio 117 del tomo 410 de Cidra), para paso, consistente en faja de terreno de 6.00 metros de ancho, por el lindero Norte de esta finca, con un valor de de \$100.00, según escritura número 13, otorgada en Caguas, el 26 de junio de 2001, ante la notario Mary Roldán de Castro. Inscrita al folio 145 del tomo 376 de Cidra. Inscripción primera.

HIPOTECA:

Constituida por Carmen Milagros Ríos Negrón, y su esposo (así consta) Luis Angel Ortiz, en garantía de un pagaré a favor de THE MONEY HOUSE INC., o a su orden, por la suma de \$73,000.00, sus intereses al 6½% anual y vencidera el 1º de septiembre de 2034, según escritura número 54, otorgada en Cayey, el 25 de agosto de 2004, ante la notario Alondra Fraga Meléndez. Inscrita al folio 145 del tomo 376 (ágora) de Cidra. Inscripción cuarta.

MODIFICACION DE HIPOTECA:

Pactada por Carmen Milagros Ríos Negrón, sin expresar estado civil y Citibank N.A. en cuanto al principal de la hipoteca de la inscripción cuarta que será \$77,006.46, su amortización mensual a razón de \$529.56 y su vencimiento el 1 de septiembre de 2034, según escritura número 22, otorgada en San Juan, el 16 de febrero de 2009, ante la notario Delmarie C. Broco Medina. Inscrita al margen del folio 145 del tomo 376 (ágora) de Cidra.

CASO: N/E 36270

FINCA: 14186

PAGINA: 2

EMBARGO FEDERAL:

Anotado contra Luis A. Ortiz Hernández, seguro social XXX-XX-0925, por la suma de \$10,811.85, según notificación número 405985307, presentada el 6 de diciembre de 2007, al asiento 3 de la página 185 del Libro de Embargos Federales número 3.

EMBARGO FEDERAL:

Anotado contra Luis A. Ortiz Hernández, seguro social XXX-XX-0925, por la suma de \$5,145.73, según notificación número 480619208, presentada el 15 de octubre de 2008, al asiento 1 de la página 24 del Libro de Embargos Federales número 4.

SENTENCIA:

Anotada contra Luis A. Ortiz Rivera, a favor de Cooperativa de Ahorro y Crédito Barranquitas por la suma de \$8,062.51, según Sentencia de fecha 30 de septiembre de 2010, dictada por el Tribunal de Primera, Sala Municipal de Comercio, en el caso civil número B3CI 2010-00244, sobre cobro de dinero. Anotada al folio 20, número de Orden 58 del Libro de Sentencias 5, presentada el 29 de julio de 2011.

EMBARGO ESTATAL: (LEY 12)

Anotado sobre cualquier propiedad perteneciente a Luis Ortiz Pérez & Del Balts (así consta) a favor del Estado Libre Asociado de Puerto Rico, por la suma de \$25,395.71, por concepto de contribuciones adeudadas, según certificación de fecha 9 de junio de 2010. Anotada al folio 61, número de orden 243 del Libro de Embargos Estatales Ley 12.

Nota: No podemos precisar si el embargado y el titular son la misma persona.

EMBARGO ESTATAL: (LEY 12)

Anotado sobre cualquier propiedad perteneciente a Luis A. Ortiz Pérez a favor del Estado Libre Asociado de Puerto Rico, por la suma de \$43,150.44, por concepto de contribuciones adeudadas, según certificación de fecha 8 de abril de 2011, cuenta número XXX-XX-7457. Anotada al asiento 316 del folio 79 del Libro de Embargos Estatales Ley 12.

EMBARGO FEDERAL:

Anotado contra Luis Ortiz Nieves, seguro social XXX-XX-1006, por la suma de \$7,227.79, según notificación número 786770811, presentada el 25 de mayo de 2011, al asiento 1 de la página 100 del Libro de Embargos Federales número 5.

Nota: No podemos precisar si embargado y el esposo de la titular son la misma persona en todos estos gravámenes.

ADVERTENCIA:

El sistema de Bitácora Electrónica Integral, responsable de las presentaciones anteriores al otoño de 2003, colapsó, por lo que no podemos certificar si existen presentaciones anteriores a la implantación del sistema. Ahora adicionales a las aquí relacionadas. No asumimos responsabilidad alguna por esa(s) posible(s) omisión(es).

CASO: N/E 36270
FINCA: 14186
PAGINA: 3

REVISADOS: Libro de Embargos, Sentencias, Embargos Federales y Bitácora Electrónica, a 13 de diciembre de 2013.

L. J. N. TITLE SEARCH COMPANY INC.
APARTADO 4511
CAROLINA, PUERTO RICO 00984
TEL.: (787) 791-5381, FAX (787) 791-5304

Por:


OFICIAL AUTORIZADO

RRB/mg DJM/rrb DJM/vjr

ADVERTENCIA: El presente informe representa la realidad registral según la información contenida en los Registros Oficiales del Registro de la Propiedad. La bitácora electrónica no es un libro oficial del Registro, por lo tanto no somos responsables de errores u omisiones en su contenido.

SPS | SELECT
Portfolio
SERVICING, inc.

06/05/23

Gururaj

Loan Number	X X X X X X 0477
Debtors Name - 1	CARMEN RIOS NEGRON
Debtors Name - 2	
Property Address	172 PR # 3 CERTENEJAS 11
Property State	PR

Exhibit IV

Bankruptcy Case #	23-00501
Filing Date:	2/22/2023
Person filing:	M1
Number of previous filings:	1

Post petition due date:	04/01/23
Post petition \$\$\$ due:	\$771.90
Post petition insurance:	\$0.00
Post petition taxes:	\$0.00
Total Post petition due	\$771.90

Post-petition taxes and insurance included in annual escrow analysis and added to monthly payments.

[illegible]

Total Due	\$1,029.20		
Total Received		\$257.30	\$771.90

Payoff Calculation Totals (PAY4/PG1)

7 AS-OF 06/05/23 PAYOFF CALCULATION TOTALS 06/02/23 11:09:36
 NAME CM NEGRON CONTACT NAME CARMEN M RIOS NEGRON

		----- RATE CHANGES -----		
		INT FROM	RATE	AMOUNT
PRINCIPAL BALANCE	48,402.16			
INTEREST 06/05/23	630.96	03/01/23	5.00000	630.96
PRO RATA MIP/PMI	.00	06/05/23		
ESCROW ADVANCE	13,764.61			
ESCROW BALANCE	.00			
SUSPENSE BALANCE	.00			
HUD BALANCE	.00			
REPLACEMENT RESERVE	.00			
RESTRICTED ESCROW	.00			
TOTAL-FEES	32.00			
ACCUM LATE CHARGES	.00			
ACCUM NSF CHARGES	.00			
OTHER FEES DUE	.00			
PENALTY INTEREST	.00			
FLAT/OTHER PENALTY FEE	.00	TOTAL INTEREST		630.96
CR LIFE/ORIG FEE RBATE	.00	TOTAL TO PAYOFF		62,829.73
RECOVERABLE BALANCE	.00	NUMBER OF COPIES: 1	PRESS PF1 TO PRINT	
		TOTAL PAGE 2		.00

**Status Report**
Pursuant to Servicemembers Civil Relief Act**Exhibit V**

SSN: XXX-XX-3627
Birth Date:
Last Name: RIOS NEGRON
First Name: CARMEN
Middle Name: MILAGROS
Status As Of: Jun-06-2023
Certificate ID: 7GP1ZJY9W1TV938

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq. as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.